

**EXHIBIT 15-1-B NSP
SAMPLE NSP CONTRACT AMENDMENT**

*This is an example of the contract boilerplate / format only.
Each contract will require its own specific information.*

**NEIGHBORHOOD STABILIZATION PROGRAM
CONTRACT #MT-NSP-____(3 digit County code) - ____ (two digit local government
code) - ____ (three digit project code)
AMENDMENT #**

This Contract Amendment is entered into by and between _____ (the Grantee), IRS# _____ located at _____, and the Montana Department of Commerce (the Department), and located at 301 South Park, Helena, Montana.

The Grantee and the Department mutually agree to amend Contract # **MT-NSP-____(3 digit County code) - ____ (two digit local government code) - ____ (three digit project code)** _____, executed on _____ (date of original contract) as follows:

I. **Section 6, SCOPE OF ACTIVITIES** is amended to read as follows:

Section 6. SCOPE OF ACTIVITIES

As stated in the Housing Economic Recovery Act of 2008, NSP Program funds must be obligated by September 19, 2010 and expended by March 19, 2013. The Grantee will engage in activities approved for the Grantee's Program until the total amount of NSP funds are committed and expended (the "Program").

The grantee will engage in the project activities set forth in the Grantee's project request dated _____, 2009 including any written modifications resulting from the review of that request by the Department (collectively, "Grantee's Project No. 1"), as set forth in Exhibit A-1, attached hereto and specifically incorporated herein by this reference. The major components of Grantee's Project No. 1 include the following work for the _____ (County/City) _____.

- [Insert Project description]; and

- the administration of this Contract in compliance with the Project Management Plan approved by the Department and as may be amended from time to time by mutual agreement of the Parties.

Grantee's Project No. I will be completed according to the implementation schedule attached hereto as Exhibit B-I and specifically incorporated herein by this reference. Any modification to Exhibit B-I must be submitted in writing to the Department, and will not take effect until the Department has made written approval of such adjustment.

2. Section 7, BUDGET is amended to read as follows:

Section 7. BUDGET

- (a) The total amount of NSP funds accessible to the Grantee for Grantee's Project No. I shall not exceed \$_____.
- (b) The Department will not disburse funds to the Grantee for any other project in Grantee's Program until the Grantee has submitted and the Department has approve a Project Request, Implementation Schedule, and Budget for that project.
- (c) The Grantee must provide the purchase price or after-rehabilitation value of each assisted unit. The total amount of NSP funds accessible to the Grantee for Grantee's Project No. I will be firmly committed by the Department upon receipt of verified documentation.
- (d) All projects require a separate budget for entry into the Disaster Recovery Grant Reporting system (DRGR).
- (e) A copy of the preliminary budget for Grantee's Project No. I is attached hereto as Exhibit C-I and specifically incorporated herein by this reference. After construction bids are awarded or other major activity cost elements of Grantee's Project No. I are determined, the Grantee may, or if requested by the Department, shall provide the Department with a final budget for Grantee's Project No. I, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit C-I and thereby be incorporated as part of this Contract.
- (f) Budget adjustments must be approved in advance by the Department. For budget adjustments of \$5,000 or less between line items of the NSP portion of Exhibit C-I, Department approval of the Request for Funds form will constitute approval of the budget adjustment. The Grantee must describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Funds and Status of Funds Report submitted with draws against the grant funding reserve. Budget adjustments in excess of \$5,000 require formal Department approval and the Contract amended. No modification will be approved for obligation of funds beyond

September 18, 2010, or expenditure of funds beyond March 19, 2013.

(g) Program Income

- (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional NSP funds and subject to all applicable requirements governing the use of NSP funds.
 - (ii) If the Grantee chooses to retain program income received before Project closeout, a program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
 - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and subrecipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional NSP funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
 - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (h) Any authorized funds not expended by March 19, 2013 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other NSP projects.
3. Exhibits A-I, B-I, and C-I – New Exhibits A-I, B-I, and C-I are attached to the Contract and specifically incorporated therein by reference.
4. All other provisions of the Contract remain in full force and effect.

(Name), (Mayor or County Commissioner)
(Local Government)

Date

ATTEST: _____
(Name), Clerk and Recorder

APPROVED AS TO FORM: _____
(Name), (Local Government) Attorney

Department of Commerce:

Anthony J. Preite, Director
Montana Department of Commerce

Date

COMMERCE CONTRACT # _____

NSP Attachment A-I Project Request Form

COMMERCE CONTRACT # _____

NSP Attachment B-I Implementation Schedule

COMMERCE CONTRACT # _____

NSP Attachment C-I Project Budget